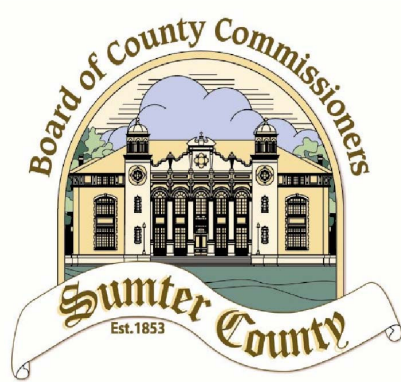


FDOT – SMALL COUNTY ROAD ASSISTANCE PROGRAM



INVITATION TO BID

FOR

CR-673

U.S. 301 West – 4500 LF

SUMTER COUNTY BID #ITB 021-0-2011

FM # 429948-1-58-01

Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Purchasing Coordinator
7375 Powell Road, Suite 206
Wildwood, Florida 34785

Phone (352) 689-4435 Fax (352) 689-4436

Date of Issue: September 23, 2011

Due Date / Time: **October 24, 2011 at 10:00am**

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Document 00003 - Certification Page

CONTRACT DOCUMENTS FOR
CONSTRUCTION OF **CR673**

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

I further certify that I was afforded the opportunity to ask any question regarding the contract documents and engineering plans at the time of the pre-bid conference.”

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

Authorized Representative

CONTRACTOR

Authorized Representative

ENGINEER
AMEC-BCI Engineers & Scientists, Inc.

Terry Dykehouse, P.E.

Document 00004 - List of Drawings

CR673 (U.S. 301 West – 4500 LF)

Sheet	Description
1	Key Sheet
2	Summary of Pay Items
3	General Notes
4	Typical Section
5-8	Site Plan
9	SWPPP Details

Document 00030 - Advertisement for Bids

NOTICE IS HEREBY GIVEN that the Sumter County Board of County Commissioners hereby seeks competitive bids for CR673 Resurfacing from 4500 feet West of US 301 to US 301. All bids submitted must be in a sealed envelope marked "Sealed Bid for CR673 Resurfacing. ITB#021-0-2011, and must be received by the Financial Services Department at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 by 10:00 a.m. on October 24, 2011. Bids will be opened in The Villages Sumter County Service Center, Room 102, at 10:05 a.m. on October 24, 2011. The bids will be reviewed by staff for completeness with a Selection Review Committee Meeting on October 31, 2011, at 10:00 a.m. at The Villages Sumter County Service Center, Room 102. Bids will be presented to the County Commission for award during the County Commission Meeting on November 8, 2011.

Any bids not received and clocked in by Financial Services Department prior to said time, will not be opened or considered.

All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

All bidders must be prequalified with the Board of Sumter County Commissioners or the Florida Department of Transportation (FDOT) prior to bidding. Contact the Financial Services Department for more information at 352-689-4435.

Plans and specifications will be available on Demand Star.

The last day for questions will be October 10, 2011 at 5:00pm. All questions must be submitted in writing to Mrs. Amanda Taylor via fax at 352-689-4436 or email at Amanda.taylor@sumtercountyfl.gov. **Questions will not be answered in person or over the telephone.**

There will be a **Mandatory Pre-bid Meeting** for this project in the Sumter County Public Works Conference Room located at 319 E. Anderson Avenue, Bushnell, FL 33513 at 2:00 pm on September 30, 2011.

DATED this 23rd Day of September, 2011
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

ADVERTISED: 9/23/2011- THE VILLAGES DAILY SUN

Document 00200 - Information for Bidders

Bids will be received by the Sumter County Board of County Commissioners at the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785 by 10:00 a.m. on October 24, 2011. Bids will be opened in The Villages Sumter County Service Center, Room 102 at 10:05 a.m. on October 24, 2011. The bids will be reviewed by staff for completeness and compliance with bid instructions and a Selection Review Committee Meeting on October 31, 2011 at 10:00a.m. at The Villages Sumter County Service Center, Room 102. Bids will be presented to the County Commission for award during the County Commission Meeting on November 8, 2011.

Each bid must be submitted in a sealed envelope addressed to Sumter County Board of County Commissioners, Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785.

Each bidder shall submit one (1) original and three (3) copies of the executed bid package, each attached to the complete specifications booklet. Each bidder shall submit one (1) electronic completed bid package on a CD or flash drive that includes the entire bid packet and is not password protected.

Each sealed envelope containing a BID must be plainly marked on the outside as "Sealed Bid for **CR673** ITB#021-0-2011, and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the COUNTY at Sumter County Commissioners, Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. The executed bid package which includes the bid form, the bid bond, the list of sub-contractors and suppliers, the public entity crime statement, and the trench safety act.

The language of the bid bond shall equal or exceed the requirements as presented in the provided bond document. Bonds submitted on forms other than those provided will be reviewed by the County Attorney for acceptability.

The COUNTY, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the COUNTY and the BIDDER.

It is the responsibility of each Bidder before submitting a Bid:

- a. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
- b. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.

- d. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- e. To promptly notify COUNTY in writing or by fax of all questions, conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents. No verbal responses to questions will be provided. Information obtained from an officer, agent, or employee of the owner, or any other person shall not officially amend the bid package. Only issued addenda can officially modify the bid documents. **No contact with the selection committee shall be permitted once the bid is advertized.**
- f. **To completely review the bid package being submitted to make sure that all requirements of the bid have been complied with.**

After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the bid documents, the quantities of WORK or of the nature or scope of the WORK to be done.

The COUNTY shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the COUNTY, or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by an executed BID BOND payable to the COUNTY for five percent of the total amount of the BID. As soon as the BID prices have been compared, the COUNTY will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the COUNTY, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the COUNTY may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the COUNTY.

The COUNTY upon receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the notice was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement and issue the NOTICE TO PROCEED. Should the COUNTY not execute the Agreement, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the COUNTY. Should there be any reason why the NOTICE TO PROCEED cannot be issued at that time; the time may be extended by mutual agreement between the COUNTY and

CONTRACTOR. If the NOTICE TO PROCEED has not been issued upon receipt or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request.

The COUNTY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the Agreement.

ALL WORK MUST BE COMPLETED WITHIN 112 CALENDAR DAYS AS STATED IN THE AGREEMENT. CONTRACTOR WILL BE EXPECTED TO EMPLOY A SUITABLE WORK FORCE TO ACCOMPLISH ALL WORK WITHIN THE STIPULATED TIME.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

The COUNTY may elect to not accept any bid and rebid the job or perform the work itself.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

There will be a mandatory pre-bid meeting for this project at Sumter County Public Works Offices at 2:00 pm on September 30, 2011.

Each BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS completely, on the enclosed form, and submit with the Bid Documents.

The ENGINEER is AMEC-BCI Engineers & Scientists, Inc.

The ENGINEER'S address is: 124 S. Joanna Street, Tavares, Florida 32778 (352) 536-7126

All questions concerning the bid documents and plans shall be directed to the Financial Services Department by email to amanda.taylor@sumtercountyfl.gov or fax only at (352)689-4436. Questions will be accepted until 5:00 p.m. on October 10, 2011. DO NOT contact anyone other than Mrs. Amanda Taylor for questions related to this bid. That includes but is not limited to the engineer or record, the selection committee, or any other county employee. If the contractor contacts anyone other than Mrs. Amanda Taylor it is grounds for dismissal of that companies bid. Bidders are not to rely on any answers that are provided by means other than email, fax or addendum posted on Demand Star.

All bidders **must** be prequalified by the Financial Services Department or the Florida Department of Transportation (FDOT). Please contact the Financial Services Department at (352) 689-4435 for more information.

Document 00300 - Bid Form

Made by:

Address:

TO:

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
7375 POWELL ROAD
WILDWOOD, FL 34785
(352) 689-4400

The undersigned Bidder has personally (or through its designated agent, attesting to this bid) carefully examined the plans and specifications, the "General Conditions" of the Contract, and all other related Contract Documents; has made a thorough physical inspection of the site of the proposed work, has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents or by site investigation, and by submission of this written bid is attesting to compliance and is satisfied with the conditions under which the Contract is performed.

Therefore, Bidder agrees to furnish all the labor, materials, and services required by the Contract Documents for the construction of project for the sum of:

_____ Dollars (Base Bid)

(\$_____).

If the written notice of the acceptance of this bid is mailed, or delivered, to the undersigned within sixty (60) days after the date of opening of the bid, the undersigned agrees to (within fourteen (14) days of receipt of such notice) execute and deliver a contract in the form of an Agreement in accordance with the specifications and bid as accepted.

The undersigned further agrees to commence work, with an adequate force and equipment, within fourteen (10) consecutive calendar days after being notified in writing by the Owner to do so; and to complete the work within One Hundred Twelve (112) calendar days. If undersigned fails to complete the work within the allowed time, liquidated damages in the sum of Five Hundred Dollars and 00/100 Dollars (\$500.00) per calendar day for the time used for the completion of the work in excess of that allowed time, will be deducted from the Contract Price. If such amount exceeds the balance owed the undersigned, the undersigned agrees to pay such excess amount until the work is completed and/or accepted.

This bid may be withdrawn at any time prior to the scheduled time of opening of the bids, or any authorized postponement thereof.

ADDENDUM RECEIPT

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

The undersigned (is) (are) the only interested (party) (parties) in this proposed contract, except that if others are interested, their signatures are also attached hereto as principals, and they also agree to all conditions of these contract documents.

It is declared that this proposal is made in good faith without connection with any other proposals for this work.

Respectfully submitted

ATTEST:

CONTRACTOR

(Person who Examined Documents
& Inspected the Project Site)

BY: _____

DATE: _____
(Seal if Bid is by a Corporation)

For a bid to be considered complete, the bid package is required to contain:

1. Executed Bid Form (Section 00300)
2. Executed Bid Bond (Section 00410)
3. Executed List of Major Subcontractors and Suppliers (Section 00430)
4. Executed Public Entity Crimes Statement (Section 00481)
5. Executed Trench Safety Act (Section 00485)

Document 00350 - Bid Schedule

UNIT PRICE WORK

Bidder agrees to accept as full payment for the work herein the amounts computed under the provisions of the Contract Documents and based on the following unit price or lump sum amounts, it being expressly understood that these prices represent a true measure of the labor and materials required to perform the work, including allowances for overhead and profit for each type and unit of work called for in the Contract Documents. Bidder also agrees that total prices listed under Base Bid include all items of work required to complete the project according to the Drawings and Specifications, whether or not each of these items are included separately on the Bid Form, subject to final adjustment of quantities. If a discrepancy exists between the sum of the unit price items and lump sum items compared with the Total Base Bid, the sum of the unit price items and lump sum items shall be considered the intended bid prices for the work. Owner reserves the right to increase or decrease the quantity of any and all Bid Items as they deem appropriate. The unit price shall remain as accepted at the Contract award. If additional quantities are not acceptable, the Bid Form must note: "Bid is for specified quantity only".

BID SCHEDULE

Bidder hereby agrees to perform all work described in the Contract Documents for the following unit or lump sum prices, which shall include all material, labor, equipment, transportation, overhead, profit, insurance, applicable taxes and costs of all kinds necessary to complete the work in accordance with the Contract Documents.

BASE BID BREAKDOWN

Pay Item	Description	Unit	Quantity	Unit Price	Extended Amount
101-1	Mobilization	LS	1		
102-1	Maintenance of Traffic	LS	1		
104-10-3	Sediment Barrier	LF	8914		
110-1	Clear & Grub	LS	1		
110-7-1	Mailbox, F&I, Single	EA	8		
120-1	Regular Excavation	LS	1		
120-6	Embankment	LS	1		
285-070-4	Optional Base-Group 4, Limerock 4" LBR 100	SY	334		
285-070-13	Optional Base-Group 13, Limerock 13.5" LBR 100	SY	3000		
286-1	Turnout Construction (Driveways and Side streets)	SY	334		
327-70-5	Milling Existing Asphalt Pavement-2" Avg. Depth	SY	2095		
337-7-5	Asphaltic Concrete Friction Course, Traffic B, 1.5",FC 5,Rubber	TN	1776		
570-1-2	Performance Turf – Sod	SY	2164		
700-20-40	Single Post Sign, Relocate	EA	12		
706-3	Retro-Reflective Pavement Marker	LS	1		
711-1	Thermoplastic – Standard	LS	1		
	Open Graded Mix, Asphalt Stress Relief, 2.0"	TN	1619		
	Sub Total				

Total Base Bid

(In Words)

ADD ALTERNATE BID

The qualities listed below are based on the Southern Motor Coach (DP2010-0062) construction plans that were approved by Sumter County on February 23, 2011. The improvements to CR 673 shown on the construction plans are associated with the pavement widening to accommodate a turn lane, taper and driveway.

Paving	QTY.	UNIT	UNIT price	Extended Amount
Pavement Widening - 2" open-graded mix	1,600	SY	\$0.00	\$0
Pavement Widening – 13.5" Limerock Base	1,600	SY	\$0.00	\$0
1.5" fc 12.5	1600	SY	\$0.00	\$0
Sod Disturbed Areas	4,000	SY	\$0.00	\$0
Earthwork Sta 40+00 – 51+00*	1	LS	\$0.00	\$0
Thermoplastic Striping*	1	LS	\$0.00	\$0
Add Alternate Total				\$0

*** Turn Lane Construction Only**

(Add alternate total in words)

Document 00410 - Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and as Surety, are hereby held and firmly bound unto _____ as COUNTY in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this ____ day of _____, 20___. The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **CR673**.

NOW THEREFORE, (a) If said Bid shall be rejected, or (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the COUNTY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT:

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Document 00430 - Major Subcontractors and Suppliers*
(Names and Addresses)

1. Clearing _____
2. Removal of items to construct project _____
3. Limerock Stabilization _____
4. Roadway Milling _____
5. Roadway Rehabilitation _____
4. Earthwork (Grading) _____
5. Limerock Base _____
6. Asphalt _____
7. Signing Markings _____
8. Erosion Control _____
9. Maintenance of Traffic _____
10. Sod/Seeding _____
- 11 Other _____

CONTRACTOR _____

BY: _____

TITLE: _____

DATE: _____

*Must _____ be _____ submitted _____ with _____ BID

Document 00481 - Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract

No. _____
2. This sworn statement is submitted by _____

[Name of entity submitting sworn statement]

whose business address is _____

and (if applicable) it's Federal Employer Identification Number (FEIN), _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and

[Please print name of individual signing]

my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings, The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

[Signature]

Date: _____
STATE OF FLORIDA
COUNTY OF SUMTER

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the space provided above
on this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires:

Document 00485 - Trench Safety Statement

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Trench Safety Act, F.S. 553 - Part VI. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

<u>Trench Safety Measure</u> <u>(Description)(LF, SF)</u>	<u>Units of Measure</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
A.				
B.				
C.				
D.				
TOTAL			\$	

NOTE: The total cost shown herein is already included in the various items in the Total Bid Price in the Contractor's Proposal and is not additional to the pricing shown on the Bid Form.

Bidder by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW PAGE 2 OF THIS STATEMENT.

Submitted, signed and sealed this ____ day of _____, 20__.

Contractor

By: _____
Name Title

Business Address

ATTEST:

Signature Seal

NOTE:

If the Contractor intends to install pipe by some other method than trenching under the definitions found in the Trench Safety Act FS 553 - Part VI, he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Trench Safety Act FS 553 - Part VI and related OSHA Standards for the Owner's evaluation.

The Cost of accomplishing the work by any alternate method to trenching is included in the bid prices shown in the Contractor's Proposal.

Outline of Alternate Method:

Submitted, signed and sealed this _____ day of _____, 20__.

Contractor

By: _____
Name Title

Business Address

ATTEST:

Signature Seal

End of section

*Must be submitted with bid documents.

Document 00490 - Notice of Award

TO: _____

PROJECT DESCRIPTION: Construction of **CR673 ITB# 021-0-2011**

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ and ___/100 Dollars (\$_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said BONDS within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this __ day of _____, 20__.

Sumter County Board of County Commissioners

By:

Chairman
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the _____ day of _____, 20__.

By:
Company:

Document 00500 - Agreement

THIS AGREEMENT, made this ____ day of ____ 2011 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and _____, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of **CR673**.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 112 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars and 00/100 Dollars (\$500.00) per calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____
_____ and ____/100 **DOLLARS** (\$_____))

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

List of Drawings	Notice to Proceed
Advertisement for Bids	Work Change Directive
Information for Bidders	Change Order
Bid Form	Performance Bond
Bid Bond	Payment Bond
Bid Schedule	Application for Payment
Major Subcontractors and Suppliers	Final Release of Lien
Public Entity Crimes	Certificate of Insurance
Trench Safety Act	Certificate of Substantial Completion
Notice of Award	Standard General Conditions
Agreement	Supplemental Conditions
	Technical Specifications

DRAWINGS: As prepared by AMEC-BCI Engineers & Scientists, Inc. (See Document 00004 - List of Drawings)

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: _____.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

Document 00510 - Notice to Proceed

Date: _____

Project: **CR673 ITB# 021-0-2011**

You are hereby notified to commence WORK in accordance with the Agreement dated _____
on or before _____, and you are to complete the WORK by _____.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the _____ day
of _____, 20__.

By: _____
Authorized Representative

Title: _____

Document 00520 – Work Change Directive

No. _____

PROJECT: **CR673 ITB# 021-0-2011**

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Sumter County Board of County Commissioners

CONTRACTOR: _____

ENGINEER: AMEC-BCI Engineers & Scientists,
Inc. _____

You are directed to make the following change(s):

Attachments: List documents supporting change _____

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Other _____

Estimated increase/decrease in Contract Times

Contract Price: \$ _____

If the change involves an increase
the estimated amount is not to be
exceeded without further
authorization

Method of determining change in
Contract Times:

☐ Contractor's records

☐ Engineer's records

☐ Other _____

Estimated increase/decrease in Contract Times

Substantial Completions: _____ days

Ready for final payment: _____ days

If the change involves an increase, the
estimated times are not to be exceeded
without further authorization

RECOMMENDED:

AMEC-BCI ENGINEERS & SCIENTISTS, INC.

By: _____
Terry Dykehouse, P.E.

Document 00530 - Change Order

No. _____

PROJECT: **CR673 ITB# 021-0-2011**

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Sumter County Board of County Commissioners

CONTRACTOR: _____

ENGINEER: AMEC-BCI Engineers & Scientists, Inc.

You are directed to make the following changes in the Contract Documents.

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES:
Original Contract Price \$	Original Contract Times Days Substantial Completion: Days Ready for final payment: Days
Net changes from previous CO No. to \$	Net change from previous CO No. to No.
Contract Price prior to this Change Order \$	Contract Times prior to this Change Order Substantial Completion: Days Ready for final payment: Days
Net Increase/Decrease of this Change Order	Net Increase of this Change Order days
Contract Price with all approved Change Orders \$	Contract Times with all approved Change Orders Substantial Completion: Days Ready for final payment: Days

RECOMMENDED:

AMEC-BCI Engineers & Scientists, Inc.

APPROVED:

BOARD OF CO. COMMISSIONERS

ACCEPTED:

By: _____

Engineer (Authorized Signature)

By: _____

Owner (Authorized Signature)

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Document 00610 – Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof, for the construction of: CR673.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, to the WORK to be performed thereunder, or to the SPECIFICATIONS accompanying same, shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract, to the WORK, or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (____) counterparts, each one of which shall be deemed an original, this the ____ day of ____, 2011.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

BY _____

Address

Witness as to Principal

(Address)

ATTEST:

Surety

Witness as to Surety

By _____
Attorney-in-fact

Address

NOTE:

Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Document 00620 – Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2011 a copy of which is hereto attached and made a part hereof, for the construction of: **CR673**.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for, or performing labor in, the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such WORK, all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, to the WORK to be performed thereunder, or to the SPECIFICATIONS accompanying same, shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, to the WORK, or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (____) counterparts, each one of which shall be deemed an original, this the ____ day of ____, 2011.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

BY _____

Address

Witness as to Principal

(Address)

ATTEST:

Surety

Witness as to Surety

By _____

Attorney-in-fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Document 00625 - Final Release of Lien

KNOW ALL MEN BY THESE PRESENTS, that the Sumter County Board of County Commissioners, for and in consideration of the sum of _____ Dollars (\$) paid to _____, by the Sumter County Board of County Commissioners, receipt of which is hereby acknowledged, do hereby release and quit claim to said the Sumter County Board of County Commissioners, the Owner, its successors or assigns, all liens, lien right, claims, or demands of any kind whatsoever which _____ now have (has) or might have against the property, building and/or improvements, on account of labor performed, material furnished and/or for any incidental expense for **CR673** thereon or in otherwise improving said property situated as above described.

Signed: _____

By : _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 20 ____.

Notary Public, State of Florida at Large
My Commission Expires:

Document 00650 – Minimum Insurance Requirements

Please see attached Certificate of Insurance document for the minimum insurance requirements.

Sumter County Board of County Commissioners also requires the following:

Additional Insured

The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Persons or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

Certificate of Insurance***

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

INSURED:

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY <input checked="" type="checkbox"/> Liability and Medical Expense <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Medical Expense <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Other Liability				Any One Occurrence \$ 1,000,000 Any One Person/Org \$ 1,000,000 Any one person \$ 10,000 Any One Fire or Explosion \$ 100,000 General Aggregate* \$ 2,000,000 Prod/Comp Ops Aggregate* \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> BUSINESS AUTO <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned				Bodily Injury (Each Person) \$ (Each Accident) \$ Property Damage Each Accident \$ Combined Single Limit \$
EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form				Each Occurrence \$ 2,000,000 Prod/Comp Ops/Disease Aggregate* \$ 2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and <input checked="" type="checkbox"/> Employers' Liability				STATUTORY LIMITS BODILY INJURY/ACCIDENT \$ 100,000 Bodily Injury by Disease EACH EMPLOYEE \$ 100,000 Bodily Injury by Disease POLICY LIMIT \$ 500,000

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail 10 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: _____
 Date Certificate Issued: _____

Authorized Representative:
 Countersigned at:

Document 00660 - Certificate of Substantial Completion

PROJECT: **CR673 ITB# 021-0-2011**

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: Sumter County Board of County Commissioners

CONTRACTOR:

ENGINEER: AMEC-BCI Engineers & Scientists, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: Sumter County Board of County Commissioners, 7375 Powell Road, Suite 200, Wildwood, FL 34785

And To:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

ENGINEER: AMEC-BCI Engineers & Scientists, Inc.

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

AMEC-BCI ENGINEERS & SCIENTISTS, INC

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____ 20__.

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 20__.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
(Authorized Signature)

Document 00800 - Supplemental Conditions

The Supplemental Conditions (SC) amend or supplement the Standard General Conditions (GC) of the Construction Contract (No. 1910-8) (1996 Edition) and other provisions of the contract documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 Definitions

The terms used in the Supplemental Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) have the meanings assigned to them in the General Conditions.

SC-2 PRELIMINARY MATTERS

SC-2.01.A.1

Contractor shall record all required bonds, at the contractor's expense, in the public records of Sumter County, Florida and shall provide certified copies of said bonds along with the executed agreement to Director of Sumter County Public Works prior to _____, 2011.

SC-6 CONTRACTOR'S RESPONSIBILITIES

SC 6.06.G.1 The General Contractor shall be required to perform, at a minimum, 51% of the contract amount of this project.

SC-9 ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03.A Revise GC 9.03.A as follows: Delete all references to the Engineer providing a "Resident Project Representative", the Engineer's representative will be the project observer.

SC-14 PAYMENTS TO CONTRACTOR AND COMPLETION

Date established for progress payments will be the 30 days from the date of contract commencement.

SC-16 DISPUTE RESOLUTION

Delete article 16 - Dispute Resolution and A Dispute Resolution Agreement paragraphs 16.01.A in its entirety and replace with the following:

- 16.1 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph GC 14.09) will be decided by proper legal procedures to be heard in the Circuit Court of Sumter County, Florida.
- 16.2 No filing of suite or commencement of legal procedures of any claim, dispute or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph GC 9.09 will be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by Engineer before that date. No commencement of legal proceedings for any such claim, dispute or other matter will be made later than thirty days after the date on which the Engineer has rendered a written decision in respect thereof in accordance with paragraph GC 9.09; and the failure to commence legal proceedings within said thirty days period will result in

the Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but will not supersede the legal proceedings, except where the decision is acceptable to the parties concerned. No commencement of legal proceedings of any written decision of Engineer rendered in accordance with paragraph 9.09 will be made later than ten days after the party initiating such procedures has delivered written notice of intention to appeal as provided in paragraph GC 9.09.

SC-17 Public Convenience and Safety (As May be Applicable)

No street or roadway shall be closed, except when and where directed by the Engineer or County Inspector. The work shall be conducted so that there shall, at all times, be a safe passageway for traffic, whenever the street or roadway is not closed. The Contractor shall provide and maintain a passable driveway, as directed by the Engineer, whenever it is necessary to divert traffic from any part of the street or roadway actually under construction. Driveways must be accessible at all times, in case of an emergency, and must be left in a usable condition at the end of each day.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways, which are closed to traffic, shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain detour signs at all closures and intersections along the detour route(s) to direct the traffic around the closed portion(s) of the work. All temporary detour route(s) shall be clearly indicated throughout their entire length. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise. All barricades shall be well built and designed so as not to be blown over by the wind.

SC-18 Maintenance and Protection of Work

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. He shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

SC-19 Traffic

All safety precautions shall be taken and all traffic controls shall be furnished, satisfactory to County, Department of Transportation, and/or any other governmental agency having jurisdiction, where partial or complete obstruction of streets is required for the performance of the work. This project shall be signed according to the State of Florida Department of Transportation "Manual on Traffic Control and Safe Practices".

SC-20 Maintenance of Traffic

The Contractor shall be responsible, during the course of construction, for proper maintenance, control, and detour of traffic in the area of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation and Sumter County, within their respective areas of jurisdiction. It shall be the Contractor's responsibility, as Bidder, prior to submitting his Bid, to determine the requirements of these agencies so that his Proposal reflects all costs to be incurred. No claims for additional payment shall be considered for costs incurred due to the proper maintenance, control, detour, signing, and protection of traffic.

SC-21 Barricades and Protection of Work

The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property.

SC-22 Burning

Burning shall not be permitted on this project without prior approval from the Engineer and the Owner. If burning is allowed, it shall be the responsibility of the Contractor to obtain all required burning permits, and to have adequate supervision and safety measures at all times during burning. No unattended burning will be allowed.

SC-23 Excavation Safety

All excavation operations involved in this project shall comply with the Trench Safety Act (90-96, Laws of Florida) which specifically adopts the provision of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P)

It shall be the responsibility of the Contractor to ensure worker safety, provide sufficient required insurance, comply with all safety codes, laws, and requirements, and to include any cost of such safety requirements in the project bid. No additional compensation shall be allowed for the cost of such compliance.

It shall be the Contractor's option and responsibility to select the compliance method(s) and to ensure the proper employment of said method(s) during the entire project.

These standards shall apply to all areas of construction whether or not specifically mentioned in another division of these specifications.

SC-24 Licensing

The Contractor and all subcontractors shall be properly licensed in Sumter County, Florida.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work Sequence.
- B. Construction Limitations.

1.2 WORK SEQUENCE:

- A. Sequencing of construction will be discussed during pre-construction conference.

1.3 CONSTRUCTION LIMITATIONS

- A. Contractors shall limit construction operations to areas shown on or noted on the drawings.
- B. Contractors shall limit days of operation to Monday through Friday unless approved by Sumter County Public Works otherwise.
- C. Contractors shall limit time of operation from dawn to dusk as published by U.S. Naval Observatory.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment
- B. Change Procedures
- C. Alternates.
- D. Special Provisions

1.2 RELATED SECTIONS

- A. Section 01027 - Application for Payment.
- B. Section 01028 - Change Order Procedures.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each application on EJCDC 1910-8-E.
- B. Payment Period: Monthly.
- C. Waiver of Lien.

1.4 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by EJCDC Article 9.5 by issuing supplemental instructions on Work Change Directive.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within five (5) days.
- C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Work Change Directive: Engineer may issue a directive, on Work Change Directive signed by the Engineer, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- F. Change Order Forms: EJCDC 1910-8-B Change Order.
- G. Execution of Change Orders: Contractor shall prepare and Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.5 ALTERNATES

- A. Alternates quoted on Bid Forms will not be allowed.
- B. Coordinate related work and modify surrounding work as required.

1.6 SPECIAL PROVISIONS

- A. The Owner has the authority to cause the Contractor to comply, correct, modify, and/or revise his Maintenance of Traffic plan during the duration of the contract. If the Contractor does not promptly correct, modify, and/or revise unsafe conditions as pointed out by the Owner, the construction operations will be suspended by the County's Inspector until those unsafe conditions are corrected, modified and/or revised.
- B. FDOT Standard Specification for Road & Bridge Construction, 2008, Section 8.5 and 8.6. Insert "Sumter County" in place of the Department.
- C. Payment for the item **MAINTENANCE OF TRAFFIC** shall be made for the quantity measured as a Lump Sum item as described in Section 102 of the FDOT Standard Specifications, at the price bid for the item **MAINTENANCE OF TRAFFIC** in the proposal. Price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, temporary pavement markings, barricades, signs, and reflectors, and all else incidental thereof and necessary to complete the work.
- D. Payment for all other bid items shall be in accordance with the Method of Measurement and Basis of Payment sections in the applicable sections of the FDOT Standard Specifications that correspond to the Payment Item Numbers assigned to each bid item.
- E. **THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF HIS PERSONNEL, EQUIPMENT AND THE PUBLIC AT ALL TIMES FOR THE DURATION OF THIS CONTRACT.**

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01027 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of Application for Payment.

1.2 RELATED SECTIONS

- A. Document - Agreement: Contract Sum/Price.
- B. Document EJCDC No. 1910-8 - General Conditions: Final Payment.
- C. Section 01028: Procedures for changes to the Work.
- D. Section 01300 - Submittals: Submittal procedures.
- E. Section 01700 - Contract Closeout: Closeout Procedures

1.3 FORMAT

- A. EJCDC 1910-8-E - Application for Payment.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form or on electronic media printout. Forms on electronic media can be provided by Engineer upon request.
- B. Execute certification by signature of authorized officer of the corporation.
- C. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- D. Prepare Application for Final Payment as specified in Section 01700.
- E. Application Form: EJCDC 1910-8-E.

1.5 SUBMITTAL PROCEDURES

- A. Submit four (4) copies of each Application for Payment.
- B. Submit under transmittal letter specified in Section 01300.

1.6 SUBSTANTIATING DATA

- A. When Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01028 - CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Documentation of change in Contract Sum/Price and Contract Time.
- C. Change procedures.
- D. Work Directive Change.
- E. Stipulated Price change order.
- F. Execution of change orders.
- G. Correlation of Contractor submittals.

1.2 RELATED SECTIONS

- A. Document EJCDC No. 1910-8-B - General Conditions: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- B. Section 01027 - Applications for Payment.
- C. Section 01300 - Submittals: Construction Progress Schedule.
- D. Section 01700 - Contract Closeout: Project Record Documents.

1.3 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Change Order Forms: EJCDC 1910-8-B Change Order.
- C. Work Change Directive Forms: EJCDC 1910-8-F Work Change.

1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

- A. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- B. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.

- C. Support each claim for additional costs with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.5 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by EJCDC 1910-8-B Paragraph 9.5 by issuing supplemental instructions on EJCDC No. 1910-8-F.
- B. The Engineer may issue a Proposal Request Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within five (5) days.
- C. The Contractor may propose a change by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.

1.6 WORK CHANGE DIRECTIVE

- A. Engineer may issue a document, signed by the Engineer, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.
- C. Promptly execute the change in Work.

1.7 STIPULATED PRICE CHANGE ORDER

- A. Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.

1.8 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.9 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price. Change orders must be executed by the Board of County Commissioners before the change order items can be included in the application for payment. Applications for payment submitted with extra items not approved with a change order will be returned or modified by the Engineer to omit these items.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used.

END

OF

SECTION

SECTION 01039 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Alteration project procedures.
- D. Cutting and patching.
- E. Preconstruction conference.
- F. Progress meetings.

1.2 COORDINATION

- A. The Contractor shall coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements installed by others using the site at the same time.
- B. The Contractor shall verify that utility and traffic requirement characteristics of operating equipment are compatible. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. The Contractor shall coordinate space requirements. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. The Contractor shall coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- E. After Owner occupancy of premises, the contractor shall coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. The Contractor will employ a Land Surveyor registered in the State of Florida to perform all layout work. The layout will be done in an agreed upon manner prior to the layout. The Contractor will pay for any re-staking necessary.
- B. The Contractor shall locate and protect survey control and reference points. Contractor shall provide additional benchmarks as required to construct the Project. Contractor is responsible for verifying survey control points prior to initiation of work. Contractor shall promptly notify Engineer of any discrepancies discovered.
- C. The Contractor will provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- D. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality of work, as specified on the drawings and specifications.

1.4 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Remove, cut, and patch work in a workmanlike manner to minimize damage and to provide a means of restoring finishes to original condition.
- C. Refinish visible existing surfaces to remain to specified conditions for each material, with a neat transition to adjacent finishes.
- D. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- E. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- F. Where a change of plane of 1/4 inch in 10 feet or more occurs, submit recommendation for providing a smooth transition for Engineer review and request instructions from Engineer.
- G. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- H. Finish surfaces as specified in individual product Sections.

1.5 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to remove and replace defective and non-conforming Work.
- C. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- D. Cut rigid materials using masonry saw or core drill.
- E. Restore Work with new products in accordance with requirements of Contract Documents.

1.6 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference when the date of award of the contract by the Board of County Commissioners is known.
- B. Attendance Required: Owner, Engineer, Contractor and Utility Representatives.
- C. Agenda:
 - 1. Designation of personnel representing the parties in Contract, and the Engineer.
 - 2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 3. Scheduling.
 - 4. Use of premises by Owner and Contractor.
 - 5. Owner's requirements for partial occupancy.
 - 6. Temporary facilities provided by Contractor.
 - 7. Survey layout.
 - 8. Schedules.
 - 9. Procedures for testing.

10. Procedures for maintaining record documents.
11. Inspection and acceptance of areas put into service during construction period.

1.7 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers as necessary, Owner, Engineer, as appropriate to agenda topics for each meeting.
- C. Agenda:
 1. Review of Work progress.
 2. Field observations, problems, and decisions.
 3. Identification of problems which impede planned progress.
 4. Review of submittals schedule and status of submittals.
 5. Maintenance of progress schedule.
 6. Corrective measures to regain projected schedules.
 7. Coordination of projected progress.
 8. Maintenance of quality and work standards.
 9. Effect of proposed changes on progress schedule and coordination.
 10. Other business relating to Work.

PART 2 -PRODUCTS

Not Used

PART 3 -EXECUTION

Not Used

END

OF

SECTION

SECTION 01090 - REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.2 RELATED SECTIONS

- A. Document EJCDC No. 1910-8 - General Conditions: Reference Standards.

1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trades, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006	ACOE	Army Corps of Engineer Jacksonville, Florida
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005	AGC	Associated General Contractors of America 1957 E. Street, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001	AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219	AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
		AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036

AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110	IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018	MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017	NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162	NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103	PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135	PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235	SJI	Steel Joist Institute 1205 48th Avenue North Suite A Myrtle Beach, SC 29577
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036	SJRWMD	St. Johns River Water Mgmt District 618 E. South Street Suite 200 Orlando, Florida 32801
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195	SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005	SWFWMD	Southwest Florida Water Mgmt Dist 2379 Broad Street Brooksville, Florida 33512
FDEP	Florida Dept of Environmental Protection 3319 Maguire Boulevard, Suite 232 Orlando, Florida 32801	TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
FDOT	Florida Department of Transportation 550 S. 14th Street Leesburg, Florida 34748	UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601		

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control.
- B. Section 01700 - Contract Closeout: Closeout Procedures, Project Record Documents, Warranties.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement for Engineer review.
- B. Revise and resubmit as required.
- C. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.5 PROPOSED PRODUCTS LIST

- A. Immediately after the Notice to Proceed, submit complete list of major products proposed for use with name of manufacturer, trade name, and model number of each product confirming those shown on the bid document.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus four (4) copies which will be retained by Engineer.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.7 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus four (4) copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, finishing and cleaning and protecting in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents and promptly notify the Engineer.

1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END

OF

SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field Samples.
- D. Inspection and testing laboratory services.
- E. Manufacturer's field services and reports.

1.2 RELATED SECTIONS

- A. Section 01090 - Reference Standards.
- B. Section 01300 - Submittals: Manufacturer's Instructions and Certificates.
- C. Section 01600 - Material and Equipment.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification by Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications section for review.

- B. Acceptable samples represent a quality level for the work.
- C. Where a field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Engineer.
- C. Reports will be submitted by the independent firm to the Engineer and the Public Works Inspector, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by they same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

1.7 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Submit report in duplicate within 15 days of observation to Engineer for review.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used
END

OF

SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract and other Division 1 specification Sections apply to this Section.
- B. Section 01700 - Contract Closeout: Final Cleaning.

1.2 GENERAL REQUIREMENTS

- A. Specified provisions provided by contractor:
 - 1. Temporary sanitary facilities.
 - 2. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
 - 3. Temporary tree and plant protection.
 - 4. Temporary fire protection, dust control, erosion and sediment control, and other necessary temporary controls.
 - 5. Temporary water.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY WATER

- A. Provide, maintain, and pay for water service required for construction operations. Notify utility owner prior to withdrawal of water from City system. Cross-connection protection will be required as per FDEP regulations for tapping any existing watermain.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

2.3 CONSTRUCTION

- A. Provide scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, chutes, and other such devices and equipment necessary to facilitate execution and inspection of Work.
- B. Provide backhoes, cranes, hoists, rigging, or apparatus as necessary to facilitate execution of Work.

2.4 TEMPORARY BARRIERS AND CLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

- B. Tree and Plant Protection (reference FAR 52.236-9):
 - 1. Preserve and protect existing trees and plants.
 - 2. Consult with Engineer; remove agreed-on roots and branches that interfere with construction.
 - 3. Protect areas within drip line from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

2.5 ACCESS ROADS AND APPROACHES

- A. Construct and maintain temporary roads and approaches to serve construction area.
- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Consult authority having jurisdiction in establishing public thoroughfares to be used for site access haul routes.
- D. Keep streets, drives, and walks adjacent to site and haul routes clean and free of dirt, debris, and litter caused by construction operations.
- E. Construct, maintain and obtain all permits required for all temporary access roads or improved areas required for construction, as required at sole discretion of the contractor.

2.6 TEMPORARY CONTROLS

- A. Temporary Fire Protection:
 - 1. Comply with local fire protection code and governing authorities.
- B. Dust Control:
 - 1. Execute Work by methods to minimize raising dust from construction operations.
 - 2. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. Provide temporary erosion and sediment controls. All Work shall be in accordance with the latest edition of the State of Florida Standard Specification for Road and Bridge Construction for Soil Erosion and Sediment Control.
- D. Water Control:
 - 1. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
 - 2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

2.7 PROJECT OFFICES

- A. Offices and storage facilities for the contractors and subcontractors shall be optional on the site as necessary for the proper conduct of the Work. After consulting with the Engineer, these shall be located so that they cause no interference to any Work performed on the site.

- B. Removal of Temporary Offices and Storage Facilities: Upon completion of the project, or as directed by the Engineer, remove the temporary offices and storage facilities, and leave the premises in the condition required by the contract.

2.8 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.
- B. At end of construction, return facilities to same or better condition than originally found.

2.9 FENCING

- A. Construction: Contractor's option.
- B. Contractor shall provide temporary fence in cases where an existing fence must be removed during construction. Contractor shall replace any permanent fence that was removed from site or damaged.

2.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where deemed necessary by contractor and where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from damage or theft.
- D. Any damage to finished work prior to final acceptance will be the contractor's responsibility and the work will be subject to removal and replacement at the contractor's sole expense.

2.11 PARKING

- A. Provide temporary parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.
- C. Do not allow vehicle parking on existing pavement.

2.12 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly conditions.

2.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified conditions.

- E. Remove construction debris from existing underground utilities encountered during construction prior to substantial completion inspection.

2.14

SECTION 01570 - TRAFFIC REGULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Construction Parking Control.
- B. Fire Hydrants.
- C. Detours.
- D. Flagmen.
- E. Flares and Lights.
- F. Haul Routes.
- G. Stockpile Material and Equipment.
- H. Traffic Signs and Signals.
- I. Removal.

1.2 RELATED SECTIONS

- A. Section 01010 - Summary of Work

1.3 MEASUREMENT AND PAYMENT

- A. Payment for this section is included in the total bid price.

1.4 REFERENCES

- A. FDOT Manual on Traffic Control and Safe Practices.
- B. FDOT Roadway and Traffic Design Standards, Index No. 600-699.
- C. FDOT Standard Specifications for Road & Bridge Construction, - Section 102 Maintenance of Traffic.

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Where City and/or County standards do not apply, safety precautions shall be taken in accordance with Index No. 600, F.D.O.T. Roadway and Traffic Design Standards.
- B. Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flagman Equipment: As approved by local jurisdictions.

PART 3 - EXECUTION

3.1 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations and resident's access to homes.
- B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.2 FIRE HYDRANTS

- A. Shall be accessible at all times.
- B. No material or obstruction shall be placed within 10 feet of any such hydrant.
- C. Adjacent premises must be given access as far as practicable.
- D. Notify Utility and Police Department twenty-four (24) hours in advance of taking any fire hydrant out of service.

3.3 DETOURS

- A. No street or roadway shall be closed, except when and where directed by the Engineer.
- B. All temporary detour route(s) shall be clearly indicated throughout their entire length.
- C. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise.
- D. All barricades shall be well built and designed so as not to be blown over by the wind.

3.4 FLAGMEN

- A. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.5 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.6 HAUL ROUTES

- A. Consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.7 STOCKPILED MATERIAL AND EQUIPMENT

- A. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.
- B. Obstruction of gutters and ditches will not be permitted.

3.8 TRAFFIC SIGNS AND SIGNALS

- A. This project shall be "signed" according to the State of Florida Department of Transportation "Manual on Traffic Control and Safety Practices".
- B. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- C. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- D. Relocate as Work progresses, to maintain effective traffic control.

3.9 TEMPORARY STRIPING

- A. Provide temporary striping as directed by the Engineer.
- B. Remove temporary striping prior to placement of permanent thermoplastic or traffic striping.

3.10 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

END

OF

SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Information for Bidders: Product and materials suppliers.
- B. Section 01400 - Quality Control.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not used

END

OF

SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Warranties.

1.2 RELATED SECTIONS

- A. Section 01740 – Warranties and Bonds.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed. Work has been inspected, and that Work is complete in accordance with Contract Document and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due, and final release of lien.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.

- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract Drawings.
- F. Delete Engineer title block from all documents.
- G. Submit documents to Engineer with claim for final Application for Payment.

1.6 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D-side ring binder with durable plastic cloth cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END

OF

SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Form of submittal.
- B. Preparation of submittal.
- C. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Document - Invitation to Bid - Instructions to Bidders: Bid Bonds.
- B. Document EJCDC No. 1910-8 - General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
- C. Section 01700 - Contract Closeout: Contract closeout procedures.
- D. Individual Specifications Sections: Warranties required for specific products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8-1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

END OF SECTION